

## **REMARKS/ARGUMENTS**

### **Claim Amendments**

The Applicant has amended claims 23 and canceled claims 42-44. Applicant respectfully submits no new matter has been added. Accordingly, claims 23-41 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

### **Claim Rejections – 35 U.S.C. § 112**

The Examiner objected to Claims 23-44 under 35 U.S.C. § 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

With regard to paragraph 3, the Detailed Action states that it is unclear how the system works when there are zero units left. The claim states that "...if a service request cannot be granted due to an insufficient amount of reserved units (zero would be insufficient) for the account; instead of denying the reservation, the credit management system sending a message for forced booking of consumed units to all service capability servers connected with the account...". Therefore, the claim addresses the clarity problem.

The "wherein" statement has been amended to clarify the intent of the claim limitation. The Applicant is unclear as to what the Examiner is referring to when the wherein statement appears to limit the claim to where the request cannot be granted.

Regarding paragraph 4, the Applicant has canceled claim 42-44 rendering the rejection moot.

### **Claim Rejections – 35 U.S.C. § 102(e)**

Claims 23-26 and 42-44 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Kalmanek, Jr. et al. (US 6,483,912) (hereinafter "Kalmanek"). Claims 42-44 have been canceled rendering the rejection of these claims moot. The Applicant respectfully traverses the rejection of claims 23-26.

Also, MPEP § 2131 provides:

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claims.

The importance of the specificity requirement of 37 C.F.R. § 1.104(c) is evident in M.P.E.P. § 706.07, which states: "The examiner should never lose sight of the fact that in every case the applicant is entitled to a full and fair hearing, and that a clear issue between applicant and examiner should be developed, if possible, before appeal."

A clear issue cannot be developed between the Applicant and the Examiner where the basis for the Examiner's rejection of the claims is ambiguous. The Examiner's "analysis" provides little insight as to (i) how the Examiner is interpreting the elements of the claims and (ii) what specific features within the Kalmanek reference that the Examiner believes identically discloses the specific elements (and interactions between elements) recited in the claims. By failing to specifically identify those features within the reference being relied upon in the rejection, the Examiner has essentially forced Applicants to engage in mind reading and/or guessing to determine how the Examiner is interpreting the elements of the claims and what specific features within the reference the Examiner believes identically disclose the claimed invention.

In effect, the Examiner is placing the burden on the Applicant to establish that the reference does not disclose the claimed elements based upon Applicant's interpretation of the claims and Applicant's comparison of the claims with the applied prior art. However, this shifting of burden, from the Examiner to Applicant, is premature since the Examiner has not discharged the initial burden of providing a prima facie case of anticipation. Applicant also notes that any continuing disagreement between Applicant and the Examiner as to whether or not a particular claimed feature is disclosed by the reference is a direct result of a lack of specificity by the Examiner in the statement of the rejection.

In the present matter, corresponding elements of the Kalmanek reference have not been shown with specificity to teach each and every element of the present claims. For example, the Examiner argues that "... a method for managing credit of an account in a multi-service telecommunications system that comprises a credit management system (i.e., via at least the gate controllers shown at col. 6-7), as recited in claim 23 is taught by Kalmanek via at least the gate controllers shown at col. 6-7.

Another example of the lack of specificity occurs near the bottom of page 4 of the Detailed Action regarding "forced booking. Forced booking frees up previously reserved, but unused, units associated with a particular account so that more than one server can provide a service and more than one user can access a service. The Examiner indicated that "forced booking" is disclosed by the Kalmanek reference and cites "col. 28, section 7.3 in its entirety". The Applicant notes that this cite covers columns 28, line 1 through column 31, line 45. There is no narrow range to which the Applicant can address an argument. Also, the Examiner cites "column 8, lines 1-19, *passim*" as disclosing providing services in exchange for units. This cited portion of Kalmanek discloses connections between network entities. The Examiner has clearly not shown where each element and the interaction of elements is taught or disclosed in the reference. It is impossible for the Applicant to know how specific elements of Kalmanek are being applied to the elements of Applicant's claims.

Kalmanek actually discloses a two stage assignment of network resources to a call. Resources are first reserved during call set-up and at the second stage the resources are committed when the parties accept the call. However, Kalmanek does not address when a request arrives and there are no credits available. The only solution in Kalmanek is if there is no resource, then the reservation is not acknowledged and thus, there is no call. Kalmanek does not, e.g., discuss reshuffling of resources between ongoing calls. The service would be denied, which is the problem that the Applicant's present invention solves.

If the present invention were to follow the steps of the Kalmanek reference, ending a call means that units are released. This means that all credits would be returned and further services are denied if Kalmanek were 'projected' on to the present

invention. In Kalmanek, the "time bound assignment of a resource (as it relates to prepaid) means that the provision of service is time bound; i.e., end of time means end of service. A user would have to restart each service. However, the problem being solved by the present invention is that services are continuously provided.

Also, 'resource management system' is clearly defined in Kalmanek and that definition is not the definition of a credit management system. Using the Kalmanek reference as a template a person skilled in the art would end up with a credit management system where a request comes in a first stage and the request is granted by the system in a second stage by allowing a certain time. When a request and a resource (or credit) is not available, the service is denied by not acknowledging the request.

For all the above reasons, the Applicant submits that claims 23 and the respective dependent claims 24-26 are not anticipated by the Kalmanek reference. The Applicant respectfully requests the allowance of claims 23-26.

#### **Claim Rejections – 35 U.S.C. § 103 (a)**

Claims 27-41 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kalmanek ('912) in view of Smith, et al. (WO 98/56160) (hereinafter "Smith"). The Applicant respectfully traverses the rejection of these claims.

As provided in MPEP § 2143, "[t]o establish a prima facie case of obviousness, ... the prior art reference (or references when combined) must teach or suggest all the claim limitations."

The Smith reference discloses the regular process of reserving and booking credits. A portion of a value is withdrawn from a subscriber's pre-paid account. A withdrawal of a second portion from the subscriber's pre-paid account can be made responsive to receipt of a second transaction request if available. The second transaction is processed, in parallel with the first transaction, in response to the second transaction request if the request approval step is approved. Smith, in summary, withdraws a first amount from the account based on an estimate of the call length and if the value left in the account is large enough to cover a second withdrawal request, a

second amount is withdrawn and allocated to cover the ongoing call. Once the call is completed, any remainder of the allocated amount is returned to the pre-paid account. Consequently, if a parallel transaction takes place, the account value made available for this transaction may be less than or equal to the actual current account value.

As in the Kalmanek reference, among other limitations, the Smith reference does not disclose "forced booking" as Smith does not address the problem that the present invention addresses. Smith does not address the problem of multiple services reserving credits associated with a common account (maybe different users having the same account) where a late arriving service will not be able to run because credits are not reserved for the late service. Nor does Smith address the problem of multiple users accessing one or more services from the same account. Basically, the Smith reference fails to provide at least the limitations missing from the Kalmanek reference.

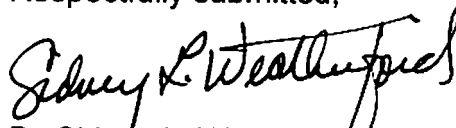
The Applicant respectfully submits that Kalmanek and Smith, whether considered individually or in combination, do not render the respective dependent claims 24-41 and 43-44. This being the case, the Applicant respectfully requests the allowance of these claims.

### **CONCLUSION**

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,



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Date: February 9, 2010

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